

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF MILPITAS  
AND  
MILPITAS EMPLOYEE ASSOCIATION**

WHEREAS, the City of Milpitas ("City") and Milpitas Employee Association ("MEA") have entered into a Memorandum of Understanding with effective dates January 1, 2003 through December 31, 2005 ("MOU"); and

WHEREAS, Appendix A of the MOU currently provides that the City will increase the base salary for employees represented by MEA by 2.25% effective the first full pay period of July 2005; and

WHEREAS, Section 42.01 of the MOU currently provides that the City shall make a total contribution to the Laborers' International Union of North America National (Industrial) Pension Fund ("LIUNA Pension Fund") equal to \$0.13 per hour, per employee covered by the MOU, up to forty (40) hours per week of budgeted/approved work hours that the employee is on paid status; and

WHEREAS, the City and MEA have met and conferred in good faith regarding contributions to the LIUNA Pension Fund described in Section 42.01 of the MOU, the wage increase described in Appendix A to the MOU, and the extension of the current MOU.

NOW, THEREFORE, the parties agree as follows:

1. In lieu of receiving the wage increase referenced in Appendix A to the MOU, the City and MEA agree that, for all employees covered by the MOU on the date this Side Letter is executed:
  - a. The City will contribute to the LIUNA Pension Fund an additional \$0.58 per hour per employee for up to forty (40) hours each week that the employee is on paid status, effective the first pay period of July 2005. The cost of this increase is equivalent to 1.75 % of base salary.
  - b. The remaining 0.5% (i.e., 2.25% minus 1.75%) will be contributed by the City as an increase in base salary effective the first pay period of July 2005.
2. The MOU shall be extended by one calendar year from January 1, 2006 through December 31, 2006.
3. MEA shall not receive any further wage increase for the time period from the first full pay period in July 2005 through December 31, 2006, other than the wage increase described in paragraph 1.b above unless, the City agrees to provide another bargaining unit a wage

increase to be effective between the first full pay period in July 2005 and December 31, 2006. Any wage increase agreed to by the City with another bargaining unit shall become effective for MEA on the date agreed to by City Council or the first full pay period in January 2006 whichever date is later. For instance, if Bargaining Unit X receives a 2% wage increase effective the first full pay period in July 2005, MEA would receive the same increase effective the first full pay period in January 2006 (the later date between the first full pay period in July 2005 and the first full pay period in January 2006) through December 31, 2006. The intention of this clause is to ensure that MEA receives the same wage increase for the period from the first full pay period in January 2006 through December 31, 2006, as any other bargaining unit may negotiate for the time period from the first full pay period in July 2005 through December 31, 2006.

4. The City and MEA acknowledge that this Side Letter requires approval by the City Council. Any amounts owed under paragraph 1 of this Side Letter shall be made effective the first full pay period in July 2005 if this Side Letter is approved by the City Council.

Dated: 7/29/05 Paul Mullett  
Paul Mullett, MEA President

Dated: 7/29/05 Al Bennett  
Al Bennett, LIUNA, AFL-CIO Local 270

Dated: 7/29/05 Carmen Valdez  
Carmen Valdez, Acting Director - Human Resources  
City of Milpitas

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MILPITAS  
AMENDING THE MEMORANDUM OF UNDERSTANDING  
WITH THE MILPITAS EMPLOYEE ASSOCIATION**

WHEREAS, the City of Milpitas ("City") and Milpitas Employee Association ("MEA") have entered into a Memorandum of Understanding with the effective dates January 1, 2003 through December 31, 2005 ("MOU"); and

WHEREAS, Appendix A of the MOU currently provides that the City will increase base salary for employees represented by MEA by 2.25% effective the first full pay period in July 2005; and

WHEREAS, Section 42.01 of the MOU currently provides that the City shall make a total contribution to the Laborers' International Union of North America National (Industrial) Pension Fund ("LIUNA Pension Fund") equal to \$0.13 per hour, per employee covered by the MOU, up to forty (40) hours per week of budgeted/approved work hours for each MEA represented employee that is on paid status; and

WHEREAS, the City and MEA have met and conferred in good faith regarding contributions to the LIUNA Pension Fund described in Section 42.01 of the MOU, the wage increase described in and Appendix A to the MOU, and the desire to extend the current MOU.

NOW, THEREFORE, the parties agree as follows:

1. In lieu of the wage increase referenced in Appendix A to the MOU, the City and the MEA agree that, for all employees covered by the MOU on the date the Side Letter is executed:
  - a. The City will contribute to the LIUNA Pension Fund an additional \$0.58 per hour per employee for up to forty (40) hours each week, effective the first pay period in July 2005. The cost of this increase is equivalent to 1.75 % of base salary.
  - b. The remaining 0.5% (i.e., 2.25% minus 1.75%) will be contributed by the City as an increase in base salary effective the first pay period in July 2005, as shown in Exhibit "A" attached.
2. Extend the MOU for one calendar year from January 1, 2006 through December 31, 2006.

NOW, THEREFORE BE IT RESOLVED that the Memorandum of Understanding between the Milpitas Employee Association and the City of Milpitas is hereby amended and adopted.

PASSED AND ADOPTED this 16<sup>th</sup> day of August, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven T. Mattas, City Attorney

MILPITAS EMPLOYEES ASSOCIATIONSALARY SCHEDULE

Effective first full pay period in July 2005  
(Includes Proposed 0.5% Increase)

Assistant Water Operator	\$61,052	-	\$74,210
Equipment Maint. Worker I	\$55,502	-	\$67,463
Equipment Maint. Worker II	\$61,052	-	\$74,210
Equipment Maint. Worker III	\$68,790	-	\$83,613
Fleet Maint Assistant - 40 Hrs	\$55,144	-	\$67,028
Fleet Maint Assistant - 37.5 Hrs	\$51,697	-	\$62,839
Fleet Maintenance Worker I	\$53,313	-	\$64,802
Fleet Maintenance Worker II	\$58,645	-	\$71,282
Fleet Maintenance Worker III	\$67,441	-	\$81,975
Maintenance Custodian I	\$40,906	-	\$49,721
Maintenance Custodian I - 40 Hrs	\$43,633	-	\$53,036
Maintenance Custodian II	\$44,997	-	\$54,694
Maintenance Custodian II - 40 Hrs	\$47,997	-	\$58,340
Maintenance Custodian III	\$51,746	-	\$62,898
Maintenance Worker I	\$44,997	-	\$54,694
Maintenance Worker I - 40 Hrs	\$47,996	-	\$58,340
Maintenance Worker II	\$49,496	-	\$60,162
Maintenance Worker II - 40 Hrs	\$52,796	-	\$64,173
Maintenance Worker III	\$56,920	-	\$69,187
Printing Services Technician I	\$43,137	-	\$52,433
Printing Services Technician II	\$49,496	-	\$60,162
Water Meter Reader I	\$44,996	-	\$54,693
Water Meter Reader II	\$49,496	-	\$60,162
Water Meter Reader Supervisor	\$56,920	-	\$69,187
Water Systems Operator	\$68,789	-	\$83,613